

CCC-33A
(03-19-03)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

IRREVOCABLE LETTER OF CREDIT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting this information is the Commodity Credit Corporation (CCC) Charter Act (15 USC 714 et seq.) and the regulations promulgated thereunder (7 CFR Parts 1421, 1423 and 1427). The information will be used to complete the terms of an agreement between the warehouse operator and CCC. Furnishing the information is voluntary, however, without it, eligibility to enter into an agreement with CCC cannot be determined, and the agreement will be denied. In addition to the routine uses published in the Federal Register for this information, the information on this form may be provided to the IRS, the Department of Justice, other governmental agencies, other State or Federal Law enforcement agencies, and in response to a court magistrate, or administrative tribunal. All information provided herein is subject to verification by the CCC. The provisions of criminal and civil fraud statutes include, but are not limited to, 18 USC 286, 287, 371, 651, 1001, 15 USC 714m, and 31 USC 3729. **RETURN THIS COMPLETED FORM TO THE KANSAS CITY COMMODITY OFFICE, P.O. BOX 419205, STOP 8758, KANSAS CITY, MO. 64141-6205.**

The undersigned (1A) _____
(Issuer)

is a member of the Federal Deposit Insurance Corporation or is regulated by the Farm Credit Administration and is located at:

(1B) _____, (1C) _____
(Street) (City)

(1D) _____ . As the Issuer and by order of (2A) _____
(State) (Principal)

located at (2B) _____, (2C) _____
(Street) (City)

(2D) _____, this Irrevocable Letter of Credit, No. (3A) _____
(State)

is opened in favor of the Commodity Credit Corporation (CCC; the Beneficiary) for an amount not to exceed the aggregate sum of

(3B) _____ dollars (3C) (\$ _____),

effective on the (4A) _____ day of (4B) _____, (4C) _____.

THE CONDITIONS OF THIS OBLIGATION:

The Principal has either made application for or has entered into a:

(5A) ☐ Uniform Grain and Rice Storage Agreement(s), No. _____

(5B) ☐ Cotton Storage Agreement(s), No. _____

(5C) ☐ Processed Commodities Storage Agreement(s), No. _____

(5D) ☐ _____, No. _____

with CCC regarding a warehouse(s) located in the State(s) of: (6) _____

The funds represented by this Irrevocable Letter of Credit are available against sight draft(s) presented by the Beneficiary.

Each such draft will be accompanied by the Beneficiary's certification that the Principal has failed to comply with the terms and conditions of said Storage Agreement(s) and that the potential liability of the Principal to the Beneficiary because of the default is outstanding. Upon receipt of the sight draft(s) and certification(s), the Issuer agrees to promptly honor the draft(s).

This Irrevocable Letter of Credit terminates:

a. 120 days after the Issuer gives written notice to the Beneficiary of the Issuer's intention to terminate. Such notice may not be given within one year of the effective date shown above; or

b. When the Beneficiary returns the original Irrevocable Letter of Credit to the Issuer.

(7A) By _____ (7B) _____
(Signature) (Title)

(7C) Date (MM-DD-YYYY) _____ (7D) ISSUER _____ (SEAL)